

Panaji, 14th May, 1981 (Vaisaka 24, 1903)

SERIES II No. 7

OFFICIAL GAZETTE



GOVERNMENT OF GOA, DAMAN AND DIU

GOVERNMENT OF GOA, DAMAN AND DIU

Works, Education and Tourism Department

Order

No. 12/4/80-WET

On the recommendation of Departmental Promotion Committee Shri S. C. Ramachandran, Assistant Professor in Civil Engineering in the College of Engineering, Goa is hereby promoted on ad-hoc basis as Professor in Civil Engineering in the same College from the date of taking over the charge of the post, in the pay scale of Rs. 1100-1600 plus the usual allowances admissible from time to time.

The appointment is purely on ad-hoc basis in the vacancy caused due to premature retirement of Shri M. K. Fondekar, Professor in Civil Engineering. This appointment will not bestow on him any right for seniority, confirmation and promotion to a higher post.

By order and in the name of the Administrator of Goa, Daman & Diu.

A. V. Pimenta, Under Secretary (Works, Education and Tourism).

Panaji, 2nd May, 1981.

Corrigendum

No. 12/4/80-WET

Read: — Government Order No. 12/4/80-WET dated 2nd May, 1981.

In Government order of even number dated 2nd May, 1981 the name "Shri S. C. Ramachandran" appearing in second line thereof shall be read as "Shri S. V. Ramachandran" and the pay scale of "Rs. 1100-1600" appearing in sixth line thereof shall be read as "Rs. 1500-1800".

By order and in the name of the Administrator of Goa, Daman and Diu.

A. V. Pimenta, Under Secretary (Works, Education and Tourism).

Panaji, 7th May, 1981.

Revenue Department

Notification

No. RD/LQN/107/78

Whereas by Government Notification No. RD/LQN/107/78 dated 13-6-1980 published on page 141-142 of Series II, No. 12 of Official Gazette dated 19-6-80 it was notified under

Section 6 of the Land Acquisition Act, 1894 (hereinafter referred to as the "said Act") that the land specified in the Schedule appended to the said notification (hereinafter referred to as the "said land") was needed for public purpose viz. Implementation of Low Income Group and Middle Income Group Housing Scheme at Vasco-da-Gama.

And whereas in the opinion of the appropriate Government (hereinafter referred to as the "Government") the said land is not required for the aforesaid purpose.

Now, therefore, the Government is pleased to declare under Sub-Section (1) of Section 48 of the said Act that it has withdrawn from acquisition of the said land for the aforesaid public purpose and that the aforesaid Government notification shall be deemed to be dropped so far as it relates to the said land. The person, interested in the said land, may lodge to the Deputy Collector, South Sub-Division, Margao within a period of thirty days from the date of this notification claims under Sub-Section (2) of Section 48 of the said Act, for the damages suffered by them in consequence of the notice or of any proceedings thereunder and for costs reasonable incurred by them in prosecution of the proceedings under the said Act relating to the said land.

A plan of the land, shall be available for inspection in the Office of the Deputy Collector, South Sub-Division, Margao for a period of thirty days from the date of this notification.

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

S. Regunathan, Secretary (Revenue).

Panaji, 5th May, 1981.

Notification

No. 22/32/81-RD

Whereas it appears to the Appropriate Government (hereinafter referred to as "the Government") that the land specified in the schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. for Ministers Residential Complex and other Structure at Miramar.

Therefore the Government is pleased to notify under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as the "said Act") that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contracts for the disposal of the said land by sale, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector appointed in paragraph 4 below, after the date of the publication of this Notification, will under clause (seventh) of Section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect.

under Section 6 of the said Act will be published in the Official Gazette, in due course. If the acquisition is abandoned wholly or in part, the fact will be notified.

4. The Government is further pleased to appoint under clause (c) of Section 3 of the said Act the Land Acquisition officer, P.W.D. Cell Altinho Panaji, to perform the functions of a Collector, under the said Act in respect of the said land.

5. The Government is also pleased to authorise under sub-section (2) of Section (4) of the said Act, the following officers to do the acts, specified therein in respect of the said land.

1. The Collector of Goa, Panaji.
2. The Land Acquisition officer P. W. D. Cell Altinho Panaji.
3. The Executive Engineer Works Division I (B&C) North, Panaji.
4. The Director of Land Survey, Panaji.

6. A rough plan of the said land is available for inspection in the office of the Land Acquisition officer P.W.D. Cell Panaji, for a period of 30 days from the date of publication of this Notification in the Official Gazette.

SCHEDULE

(Description of the said land)

Sr. No.	Taluka	Village/Ward	P. T. Sheet No.	Chalta No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6	7
1.	Tiswadi	Panaji	135	1 Part	OW: Shri Sharada Mandir.	4417.00
			141	1	OW: Dr. Joao Filipe de Rego.	13760.00
			141	2 Part	OW: Shri Subrai Pandurang Kamat Mahamaya.	7390.00
			135	3	OW: Mr. Antonio C. V. Vaz.	21455.00
			140	13	OW: Dr. Joao Filipe de Rego.	82.00
			140	14	OW: Dr. Joao Filipe de Rego.	57.00
			140	15	OW: Beutiz A. de Noronha Souza.	5716.00
			143	1 Part	OW: Comunidade of Taleigao.	190.00
			140	10	OW: Joao Francisco Xavier Martis.	110.00
			140	6 Part	OW: Joao Francisco Xavier Martis.	120.00
			140	8 Part	OW: E. D. Costa.	32.00
			143	5 Part	OW: Adarsha Housing Cooperative Society Panaji.	115.00
			Survey No.	Sub-Div. No.		
			2	1	OW: Beutiz A. de Noronha Souza. Tenant: Krishna Margaonkar.	998.00
			2	2	OW: Dr. Joao Filipe de Rego. T: Gangu Narayan Gaves.	590.00
			2	3	OW: Beutiz A. de Noronha Souza. T: Kavun Guno Gavde.	330.00
			2	4	OW: Dr. Joao Filipe de Rego. T: Gangu Narayan Gaves.	640.00
			2	5	OW: Beutiz A. de Noronha Souza. T: Kavun Guno Gavde.	695.00
			2	6	OW: Dr. Joao Filipe de Rego. T: Gangu Narayan Gaves.	600.00
			2	7	OW: Beutiz A. de Noronha Souza. T: Krishna Madgaonkar.	657.00
			2	8	OW: Dr. Joao Filipe de Rego. T: Gangu Narayan Gaves.	695.00
			2	9	OW: Beutiz A. de Noronha Souza. T: Kavun Guno Gavde.	825.00
			2	10	OW: Dr. Joao Filipe de Rego. T: Gangu Narayan Gavde.	815.00
			2	11	OW: Beutiz A. de Noronha. T: Krishna Murgaonkar.	900.00
			2	12	OW: Dr. Joao Filipe de Rego. T: Gangu Narayan Gaves.	1620.00
			2	13	OW: Beutiz A. de Noronha Souza. T: Kavun Guno Gavde.	465.00
			3	11 Part	OW: Dr. Joao Filipe de Rego. T: Gangu Narayan Gaves.	657.00
			12	1	OW: Beutiz A. de Noronha Souza. T: Kavun Guno Gavde.	702.00
			12	2	OW: Dr. Joao Filipe de Rego. T: Gangu Narayan Gaves.	742.00
			12	3	OW: Beutiz A. de Noronha Souza. T: Krishna Murgaonkar.	1048.00
			12	4	OW: Dr. Joao Filipe de Rego. T: Gangu Narayan Gaves.	387.00
			11	3	OW: Beutiz A. de Noronha Souza. T: Kavun Guno Gavde.	368.00
			11	4	OW: Dr. Joao Filipe de Rego. T: Gangu Narayan Gaves.	343.00
			11	2 Part	OW: Comunidade Taleigao. T: Domingo Joao Gonsalves.	2278.00

1	2	3	4	5	6	7
	Tiswadi	Panaji	7	7 Part	OW: Comunidade Taleigao. T: Lugina Lopes.	1448.00
			7	3 Part	OW: Comunidade Taleigao. T: Sabina Velho.	811.00
			7	2 Part	OW: Comunidade of Taleigao. T: Batist Monteiro.	330.00
			7	1 Part	OW: Comunidade Taleigao. T: Asis Pereira.	805.00
			7	8 Part	OW: T: Leugina Lopes.	210.00
<p>North: Chalta No. 1 of P. T. Sheet No. 134 Chalta No. 1 of P. T. Sheet No. 135 Chalta No. 3 of P. T. Sheet No. 135 and Sub Division No. 6 of Survey No. 4 Sub. Div. No. 2 of Survey No. 11 Sub-Div. No. 7, 3, 2, & 1 of Survey No. 7 Nala and Chalta No. 10 & 6 of P. T. Sheet No. 140.</p> <p>South: Chalta No. 1 of P. T. Sheet No. 134, Chalta No. 2 of P. T. Sheet No. 141, Chalta No. 1 of P. T. Sheet No. 143 Sub-Div. No. 2 of Survey No. 11 Chalta No. 10 of P. T. Sheet No. 140, Nala, Chalta No. 6 of P. T. Sheet No. 140 Sub-Div. No. 7 of Survey No. 7 Sub-Div. No. 8 of Survey No. 7, Chalta No. 8 of P. T. Sheet No. 140, Sub-Div. No. 3 of Survey No. 7 and Chalta No. 5 of P. T. Sheet No. 143.</p> <p>East: Sub. Division No. 6, 2 and 7 of Survey No. 7 Chalta No. 1 & 2 of P. T. Sheet No. 135 Sub-Div. No. 1, 2, 5, 6, 9, 8 and 11 of Survey No. 3, Sub. Div. No. 2 of Survey No. 11 and Road.</p> <p>West: Road.</p>						
Total:						73,403.00

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

S. Regunathan, Secretary (Revenue).

Panaji, 26th March, 1981.

Public Health Department

Order

No. PHD/1(6)/76/APPTT/SUR

On the recommendation of the Union Public Service Commission Dr. B. R. Chand is hereby appointed to the post of Surgeon, Primary Health Centre, Diu, under the Directorate of Health Services, Panaji with effect from the date of joining on the terms and conditions contained in Government Memorandum No. PHE/1(6)/APPTT/SUR dated 15/7/80.

The above appointment is however subject to the verification of character and antecedents.

The above doctor has been medically examined and found fit by the Medical Board, Panaji.

By order and in the name of the Administrator of Goa, Daman and Diu.

M. S. Sail, Under Secretary (Health).

Panaji, 5th May, 1981.

Industries and Labour Department

Order

No. 5/72/80-ILD

Shri D. K. Verma a candidate recommended by Union Public Service Commission is appointed on temporary basis

as Chief Mining Engineer in the Directorate of Industries and Mines, Panaji, in the scale of Rs. 1100-50-1600 plus other admissible allowances with effect from the date of joining the duties.

2 The appointment is subject to the terms and conditions specified in the Memorandum No. 5-V-4-79-ILD dated 5th October, 1979.

3. His pay will be fixed on an initial pay of Rs. 1100/-.

4. He is directed to join this Administration within a period of 30 days failing which the order will be treated as cancelled.

By order and in the name of the Administrator of Goa, Daman and Diu.

M. S. Sail, Under Secretary (Industries and Labour).

Panaji, 27th April, 1981.

Order

No. 28/1/79-ILD

Whereas the Lieutenant Governor of Goa, Daman and Diu is of the opinion that an industrial dispute exists between the management of the Presentation Convent High School, Margao, Salcete-Goa and their workman, Shri Cyril E. Fernandes, ex-Teacher, Borda, Margao, Salcete-Goa, in respect of the matters specified in the Schedule hereto annexed (hereinafter referred to as the "said dispute");

And whereas the Lieutenant Governor of Goa, Daman and Diu considers it expedient to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Lieutenant Governor of Goa, Daman and Diu hereby refers the said dispute for adjudication to the Industrial Tribunal, Goa, Daman and Diu, Panaji, constituted under Section 7A of the said Act.

SCHEDULE

"Whether the action of the management of the Presentation Convent High School, Margao, Salcete-Goa, in terminating the services of Shri Cyril E. Fernandes, ex-teacher, with effect from 10-6-1974 is justified and to what relief he is entitled?"

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

G. K. Bhattacharya, Secretary (Industries and Labour).

Panaji, 23rd April, 1981.

Order

No. 28/2/79-ILD

The following Award given by the Industrial Tribunal, Goa, Daman and Diu is hereby published as required under the provision of Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Administrator of Goa, Daman & Diu.

M. Modassir, Under Secretary (Industries and Labour).

Panaji, 27th March, 1981.

IN THE INDUSTRIAL TRIBUNAL, GOA, DAMAN AND DIU, AT PANAJI

(Before Dr. J. J. Coelho, Hon'ble Presiding Officer)

Reference No. IT/5/76

The Workmen of M/s. Xavierian Press Training School, Pilar, rep. by The Newspaper & Press Employees Union, Betim, Bardez-Goa. — Party I

V/s.

M/s. Xavierian Press Training School, Pilar-Goa. — Party II

EE/P-II represented by Shri Ramesh Desai, Labour Advisor.

WW/P-I represented by Shri N. J. Rebello, Union Leader.

AWARD

This is a Reference made by the Government of Goa, Daman and Diu of an Industrial Dispute existing between the EE/P-II and the WW/P-I represented by the above mentioned.

2. The terms of Reference are as follows:

"Whether the below mentioned demands raised by the workmen through the Newspaper & Press Employees' Union (Goa) against the management of M/s. Xavierian Press Training School, Pilar (Goa), are legal and justified?

1. Confirmation of service after a continuous service of six months.
2. Grouping of workmen and revision of scale of pay.
3. D. A. and V. D. A.
4. Night-Shift Allowance.
5. Leave.
6. Hours of work and Public Holidays.

If not, what relief the workmen are entitled to?"

3. The WW/P-I filed Claim Statement on 14-10-76 through Shri Rebello, General Secretary of the Newspaper and Press Employees Union, Betim, Goa.

4. The EE/P-II filed their Written Statement on 30-4-77 and finally the WW/P-I filed their Rejoinder on 12-12-77.

5. Thereafter, evidence was almost over, the parties came to an Amicable Settlement the terms of which are seen

from the Memorandum of Settlement recorded on 21-9-80 now filed before me.

6. In terms of the above Settlement, the EE/P-II agreed to extend the benefits of the Settlements dated 25-3-79 and 29-3-79 to the Workmen who were not party to those Settlements but who are also workmen of the EE/P-II and are in the same conditions as those Workmen on whose behalf the above Settlements were signed. It is also agreed that the wages of the Workmen as revised from 1-1-79 will be fitted as per Annexure-C to the present Settlement.

Finally, in view of the concessions made by the EE/P-II the WW/P-I agreed to drop all their remaining Demands, after it was agreed that a sum of Rs. 500/- will be paid to each of them as ex-gratia payment over and above the arrears arising out of this Settlement.

7. Both the parties have prayed for a Consent Award to be passed.

8. The Settlement is reasonable and satisfy the main Demands of the WW/P-I and is according to law.

9. Hence, the following order is passed.

Order

The Reference stands settled as per the Memorandum of Settlement on record which will form part of this Award.

No Order as to the costs.

(Dr. J. J. Coelho)

Panaji,
16-3-1981.

Presiding Officer,
Industrial Tribunal.

Memorandum of Settlement under Section 2(p) read with Section 18(1) of the Industrial Disputes Act, 1947 entered into between the Management of M/s. Xavierian Press Training School, Pilar, and their Workmen represented by the Newspapers and Press Employees' Union, Betim, Goa

NAMES OF THE PARTIES

Representing the Employer:	Representing the Workmen:
Father A. Monteiro Manager M/s. Xavierian Press Training School Pilar — Goa.	1. Shri N. J. Rebello General Secretary The Newspapers and Press Employees' Union Betim, Goa. 2. Shri Satiro Afonso 3. Shri Romulo Nunes

SHORT RECITAL OF THE CASE

1. Pursuant to Clause (8) of the Settlement dated 18th November 1972, The Newspaper and Press Employees' Union submitted a Charter of Demands vide its letter dated 28-2-74, demanding a revision in service conditions including wages. Despite the efforts made by the parties to settle the demands directly, no settlement could be reached. Some of the workmen, namely S/Shri (1) S. W. Rego, (2) Antonio Mateus Rodrigues, (3) Felix Athaide, (4) Antonio Vaz, (5) Dominic Pereira, (6) Irnieu Vaz, (7) Jose Almeida, (8) Pedro Pereira, (9) Salvador Dias and (10) Ressurecicao Vaz (hereinafter referred to as the Part I Workmen) approached the management directly for a settlement. Accordingly, negotiations were held between these workmen and the management and a settlement was reached on 25-3-75. The Union on behalf of the remaining workmen, namely M/s. (1) Satiro Afonso, (2) Romulo Nunes, (3) Dioginho Pereira, (4) Antonio Monteiro, (5) Zoldeu Zambaulicar, (6) Joaquim A. D'Souza and (7) Santan Peres (hereinafter referred to as the Part II workmen) continued with the dispute and as no settlement could be reached, a failure report was submitted to the Appropriate Government who referred the matter to the Industrial Tribunal, Panaji. The said reference is registered under No. IT-5/76.

2. During the pendency of Reference No. IT-5/76 the Party I Workmen, except S/Shri Antonio M. Rodrigues and Felix Athaide, approached the management for the revision of wages vide letter dated 1-8-79. Negotiations were held with Part I Workmen and finally on 17-9-79 another Settlement was reached with Party I workmen.

3. During the pendency of the dispute between the management and Part II workmen before the Hon'ble Industrial Tribunal, the Part II Workmen approached the Employer for the settlement. Accordingly, negotiations were held bet-

ween the Union and the Employer and the following Settlement is reached.

TERMS OF THE SETTLEMENT

1. It is agreed between the Employer and the Union that the Settlement dated 25-3-75 and 17-9-79 shall be made effective to the Part II Workmen also. The said Settlements are annexed to this Settlement as Annexure A and B respectively.
2. It is agreed between the Employer and Part II workmen that the wages of the workmen as revised from 1-1-79 will be fitted as per Annexure 'C' to this Settlement.
3. It is agreed between the Parties that in view of this Settlement, the Part II Workmen drop all their other demands.
4. It is agreed between the parties that a sum of Rs. 500/- (Rupees five hundred only) will be paid to each of the workmen as ex-gratia over and above the arrears arising out of this Settlement.
5. It is agreed between the parties that this Settlement shall be filed before the Hon'ble Industrial Tribunal, Panaji, in Reference No. IT-5/76 and pray for consent award in terms thereof.
6. It is agreed between the parties that the payment of arrears shall be made in six equal monthly instalments. The first instalment shall be paid on or before 28-2-81, and the payment of ex-gratia under Clause (4) above shall be paid on or before 31-3-1981.

SIGNATURES OF THE PARTIES

For the Employer

(A. Monteiro)
Lactancio Almeida

Panaji, dated 21-9-80.

Witness

Sd/-

For the Workmen

(N. J. Rebello)
(Satito Afonso)
(Romulo Nunes)

ANNEXURE A

Memorandum of settlement under Section 2(P) read with Section 13(1) of the Industrial Disputes Act, 1947

Representing the Parties:

EMPLOYER

Fr. Cyril Mendes
Manager
Xaverian Press Training
School, Pilar - Goa.

WORKMEN

Shri S. W. Rego
Shri Antonio Mateus
Rodrigues
Shri Felix Athaide
Shri Antonio Vaz
Shri Dominic Pereira
Shri Irineu Vaz
Shri Jose Almeida
Shri Pedro Pereira
Shri Salvador Dias
Shri Ressureicao Vaz

SHORT RECITAL OF THE CASE

The Newspaper and Press Employees Union submitted a Charter of demands vide its letter dated 28th February 1974, asking for revision in service conditions including wages. The workmen and the management met several times and as a result of which the following settlement is arrived at on 25th March 1975.

TERMS OF THE SETTLEMENT

1. It is hereby agreed between the parties that the existing scales of pay and rate of V.D.A. shall continue to be in force during the subsistence of this settlement.

It is further agreed that if any workman reaches the maximum of his scale he shall continue to draw his normal annual increment at the last drawn rate of increment.

2. It is, however, agreed between the parties that the revision of V.D.A. which was hitherto being done every January, will be hereafter done every six months i.e. January and July of each year. For the purposes of calculating the V.D.A. for the January-June period, the Average All India Consumer Price Index Figure for April to September

of the previous year will be taken as basis. Similarly for the purposes of calculating V.D.A. for July to December, the Average All India Consumer Price Index Figure for October of the previous year to March of the current year will be taken as the basis.

3. It is further agreed between the parties that the management shall pay Rs. 20/- (rupees twenty) per month per worker as additional D.A. with effect from 1st June 1974.

4. The parties further agree that the other terms and conditions of employment shall remain the same during the subsistence of this agreement.

5. The parties also agree that this settlement shall be binding for a period of three years. However, if the New Wage Board is constituted and its recommendations are given, the employees/workmen shall be free to make new demands at that time inspite of this settlement.

6. The Parties further agree to approach the Labour Commissioner, Goa, Daman and Diu and take necessary steps with a view to get this settlement registered under the provisions of Industrial Disputes Act, 1947.

For Employer

Fr. Cyril Mendes

For Workmen

Shri S. W. Rego Sd/-
Shri Antonio Mateus
Rodrigues Sd/-
Shri Felix Athaide Sd/-
Shri Antonio Vaz Sd/-
Shri Dominic Pereira Sd/-
Shri Irineu Vaz Sd/-
Shri Jose Almeida Sd/-
Shri Pedro Pereira Sd/-
Shri Salvador Dias Sd/-
Shri Ressureicao Vaz Sd/-

ANNEXURE B

Memorandum of Settlement U/S 2(p) R/W (1) of the Industrial Disputes Act 1947 entered into between the Management of M/s. Xaverian Press Training School, Pilar and its workmen

REPRESENTING THE PARTIES

For the Employer

(Fr. A. Monteiro)
Manager

For the Workmen

(Stanistans W. Rego) Sd/-
(Ressureicao Vaz) Sd/-
(Pedro Pereira) Sd/-
(Jose Almeida) Sd/-
(Antonio Vaz) Sd/-
(Antonio S. Dias) Sd/-
(Irineu Vaz) Sd/-
(Dominic Pereira) Sd/-

SHORT RECITAL OF THE CASE

M/s. (1) S. W. Rego, (2) Ressureicao Vaz, (3) Pedro Pereira, (4) Jose Almeida, (5) Antonio S. Dias, (6) Irineu Vaz, (7) Antonio Vaz, (8) Dominic Pereira, eight workmen out of the fifteen workmen of M/s. Xaverian Press Training School, Pilar (in short the 'workmen') vide their letter dated 1st August 1979 approached the management of M/s. Xaverian Press Training School, Pilar (in short the 'management') for the revision of their wages with effect from 1-1-1979. On receipt of the said demands, the management entered into negotiations with the workmen. Negotiations continued on several dates and finally on 11th September 1979 the parties arrived at the following Settlement.

TERMS OF THE SETTLEMENT

1. It is agreed between the parties that the workmen shall be classified in the four grades given below and the scales and classification of jobs are mentioned opposite to each scales.

Grades	Scales of Pay	Classification of Workmen
I	130-10-180-12-240-15-390	Proof Reader/Mono Operator/Sr. Compositor.
II	100-7-170-8-250	Compositor/Machine Men/Mono Caster/Printers.
III	85-6-115-7-150-8-230	Binders.
IV	70-5-120-6-180	Baller/Peon.

In accordance with the above classification, the existing workmen are placed in the Grades as shown in Annexure 'A' to this Settlement.

2. It is agreed between the parties that the existing Interim Relief will be merged in the basic and the fitment will be done in such a way that the workmen will get a minimum rise of Rs. 20/- per month. Over and above their existing salary including of Interim Relief.

3. It is agreed between the parties that the workmen in Grades I, II and III shall be paid a fixed Dearness Allowance of Rs. 60/- per month and the workmen in Grade IV shall be paid a fixed Dearness Allowance of Rs. 50/- per month.

4. It is agreed between the parties that the existing practice of payment of Variable Dearness Allowance shall continue unchanged during the subsistence of this Settlement.

5. It is agreed between the parties that all the other service conditions which are not covered by this Settlement shall remain unchanged during the subsistence of this Settlement.

6. It is agreed between the parties that the arrears arising out of this Settlement will be paid from 1-1-79. It is further agreed that the next increment shall fall due thereafter in January every year.

7. This Settlement shall come into force from the date it is signed and shall continue to be binding for a period of three years. Unless one of the parties to this Settlement issues a notice of two months declaring its intention to

terminate the Settlement, the same shall continue to be binding thereafter also.

8. It is hereby agreed between the parties that the workmen shall not make any such demands during the subsistence of this Settlement which would put the management into additional financial liabilities.

9. The workmen agree to give whole hearted co-operation in getting optimum level of efficiency.

10. The parties agree to register this Settlement under the provisions of the Industrial Disputes Act 1947.

11. The workmen agree that in case of any differences/disputes during the subsistence of this settlement, they shall take recourse to direct negotiations and/or conciliation and/or adjudication machinery provided under the Industrial Disputes Act 1947.

Dated 11th September 1979.

SIGNATURES OF THE PARTIES

For the Employer

Sd/-

(Fr. A. Monteiro)
Manager

For the Workmen

(Stanistans W. Rego) Sd/-

(Ressureicao Vaz) Sd/-

(Pedro Pereira) Sd/-

(Jose Almeida) Sd/-

(Antonio S. Dias) Sd/-

(Irineu Vaz) Sd/-

(Antonio Vaz) Sd/-

(Dominic Pereira) Sd/-

Witnesses:

1. (Fr. Ubaldo Fernandes) Sd/-

2. (Dominic Trindade) Sd/-

ANNEXURE 'A'

Grade I

New Basic 130-10-180-12-240-15-390

	Basic	D.A.	I.R.	V.D.A.	Total		D.A.	V.D.A.	Total	Difference
1) S. W. Rego	185/-	60/-	23/-	141.50	409.50	228/-	60/-	141.50	429.50	20/-

Grade II 100-7-170-8-250

2) Antonio Vaz	170/-	60/-	23/-	141.50	394.50	218/-	60/-	141.50	419.50	25/-
3) Dominic Pereira	155/-	60/-	23/-	141.50	379.50	202/-	60/-	141.50	403.50	24/-
4) Irineu Vaz	150/-	60/-	23/-	141.50	374.50	194/-	60/-	141.50	394.50	20/-
5) Pedro Pereira	117/-	60/-	23/-	141.50	341.50	163/-	60/-	141.50	364.50	23/-
6) Jose Almeida	165/-	60/-	23/-	141.50	389.50	210/-	60/-	141.50	411.50	22/-

Grade III 85-6-115-7-150-8-230

Grade IV 70-5-120-6-180

7) Salvador Dias	95/-	50/-	23/-	141.50	309.50	138/-	50/-	141.50	329.50	20/-
8) Ressureicao Vaz	95/-	50/-	23/-	141.50	309.50	138/-	50/-	141.50	329.50	20/-

ANNEXURE - C

Names	Wages as on 31-12-78					Wages from 1-1-79				
	Basic	DA	IR	VDA	TOTAL	Basic	DA	VDA	TOTAL	Diff.
I										
130-10-180-12-240-15-390										
1) Satrio Afonso	205-00	60-00	85-00	141-50	491-50	315-00	60-00	141-50	516-50	25-00
2) Romulo Nunes	204-00	60-00	23-00	141-50	428-50	255-00	60-00	141-50	456-50	28-00
II										
100-7-170-8-250										
3) Dioguinho Pereira	135-00	60-00	23-00	141-50	359-50	178-00	60-00	141-50	379-50	20-00
4) Antonio Monteiro	160-00	60-00	23-00	141-50	384-50	210-00	60-00	141-50	411-50	27-00
III										
85-6-115-7-150-8-230										
5) Zoideu Zambaulikar	150-00	60-00	23-00	141-50	374-50	198-00	60-00	141-50	399-50	25-00
6) Joaquim D'Souza	155-00	60-00	23-00	141-50	379-50	198-00	60-00	141-50	399-50	20-00
IV										
70-5-120-6-180										
7) Santan Peres	65-00	50-00	23-00	141-50	279-50	110-00	50-00	141-50	301-50	22-00

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